

CHAPTER 23 IMPLEMENTATION AGREEMENT

THIS AGREEMENT is effective on the date of the last signature and is

BETWEEN:

The Government of Yukon (“Yukon”)

AND EACH OF:

Carcross/Tagish First Nation;

Champagne and Aishihik First Nations;

First Nation of Nacho Nyak Dun;

Kluane First Nation;

Kwanlin Dün First Nation;

Little Salmon/Carmacks First Nation;

Selkirk First Nation;

Ta’an Kwäch’än Council;

Teslin Tlingit Council;

Tr’ondëk Hwëch’in; and

Vuntut Gwitchin First Nation

(the “First Nation” or the “First Nations”, as the context may require)

(each being a “Party” and collectively referred to as the “Parties”)

WHEREAS:

- A. Chapter 23 of the Parties’ respective Final Agreements reflects the Parties’ commitment to share Crown Royalty;

- B. Yukon and the First Nations have had differing views for several years on the methods by which the aggregate amount of Crown Royalty to be shared under Chapter 23 should be determined and, in result, the payment of amounts due under Chapter 23 has been held up; and
- C. The Parties wish to resolve their differences on this issue and promote reconciliation between Yukon and the First Nations;

NOW THEREFORE the Parties agree as follows:

1.0 Purpose

- 1.1 The purpose of this Agreement is to set out the Parties' agreement as to the methods by which the aggregate amount of Crown Royalty to be shared and paid or payable by Yukon to the First Nations under Chapter 23 should be determined.

2.0 Interpretation

- 2.1 In this Agreement, including the recitals,

“Chapter 23” means Chapter 23 of the Final Agreement;

“DTA” means the Yukon Northern Affairs Program Devolution Transfer Agreement dated October 29, 2001, as amended to the date hereof;

“Final Agreement” means the Final Agreement of a First Nation, Yukon and Her Majesty the Queen in Right of Canada; ~~and~~

“Fiscal Year” means the fiscal year of Yukon; and

“OGA” means The Canada Yukon Oil and Gas Accord dated May 28, 1993.

- 2.2 Any other words that are capitalized in this Agreement shall have the meaning given to them in the Final Agreement.

3.0 Legal Effect

- 3.1 The Parties intend this to be a legally binding agreement as between Yukon and each First Nation.

3.2 This Agreement is not a Treaty within the meaning of s. 35 of the *Constitution Act, 1982*.

3.3 Neither this Agreement nor any provision of this Agreement constitutes any admission of liability on the part of Yukon.

4.0 **Shareable Crown Royalty**

4.1 For the 2014-15 Fiscal Year and each subsequent Fiscal Year, the aggregate amount of Crown Royalty to be shared with the First Nations under Chapter 23 for that Fiscal Year shall be calculated such that:

- a. any amount paid or payable to any First Nation under 5.6.3 and 5.6.4 of the Final Agreement is excluded from the calculation; and
- b. the amount to be deducted from Crown Royalty on account of any deductions made by Canada from federal financial contributions to Yukon by reason of Yukon receiving revenues from a Resource is calculated as:

$$(A/B) \times (C)$$

where:

A equals the aggregate amount of Crown Royalty in respect of a Resource before any deduction pursuant to subparagraphs (a) and (b) of the definition of Crown Royalty in 23.1.0 of the Final Agreement;

B equals the aggregate amount of Global Resource Revenues for that Fiscal Year, as set out in 7.27.2 of the DTA; and

C equals the aggregate amount deducted pursuant to 7.27 of the DTA from Yukon's territorial formula financing payments from Canada for that Fiscal Year, as determined under Part I.1 of the *Federal-Provincial Fiscal Arrangements Act (Canada)*.

4.2 Each of the First Nations shall provide to Yukon the number of Yukon Indian People enrolled under its Final Agreement for the 2014-15 and each subsequent fiscal year in order to enable Yukon to make the calculation described in Chapter 23.2.2 for that fiscal year.

4.3 Following receipt of the information described in 4.2, Yukon shall provide the First Nations:

- (a) the amount payable under 4.1 and any prior year adjustments; and
- (b) a report which fully illustrates Yukon's calculation of the amounts described in 4.1;

for the 2014-15 and 2015-16 fiscal years within 90 days after the effective date of this Agreement and, for each subsequent fiscal year, within 90 days after the close of the fiscal year that next follows the fiscal year in which the amounts accrued.

Yukon's annual report shall set out the data and calculations used to compute the amounts, including information detailing Yukon's calculations of Global Resource Revenues, Crown Royalty and Yukon First Nation Royalty.

4.4 Any amount to be provided to a First Nation shall be provided by way of a Yukon cheque made payable to that First Nation and delivered to the address set out in Schedule 2, unless the First Nation has provided Yukon with direction and particulars to facilitate electronic deposit.

4.5 To further promote reconciliation with respect to the matters addressed in this Agreement and to contribute to the First Nations' capacity to support their programs and services, Yukon shall provide the First Nations with the sum of \$600,000, to be allocated among the First Nations as set out in Schedule 1 attached to and forming part of this Agreement and paid within 30 days after the effective date of this Agreement.

5.0 No Claim

5.1 In consideration of article 4.0 of this Agreement, each First Nation agrees not to make any claim or bring any proceedings against Yukon or any of its Ministers or officials arising from or in any way connected to the determination of shareable Crown Royalty by Yukon, prior to this Agreement, in a manner other than as described in 4.1.

6.0 Dispute Resolution

6.1 If an issue concerning the interpretation or implementation of this Agreement arises between any First Nation and Yukon, the Party raising the issue may provide notice thereof in writing to the other Parties. The Parties shall meet as soon as practicable and in any event no later than 30 days after the initiating notice is given to discuss and, if possible, resolve the issue.

6.2 Any Party may refer an issue not resolved under 6.1 to mediation under 26.4.0 of the Party's Final Agreement. If such a referral is made, the referring Party shall give Yukon and the other Parties written notice of the referral.

7.0 Amendment and Termination

7.1 This Agreement can only be amended or terminated with the consent of all of the Parties expressed in writing.

7.2 All obligations under this Agreement cease as of the date of termination.

8.0 Notices

8.1 Notice required pursuant to this Agreement may be given by personal delivery to the undersigned, or by facsimile or PDF transmission or by prepaid mail to the addresses set out in Schedule 1 of this Agreement. A notice shall be considered to be received if delivered personally on the date of delivery; if delivered by facsimile or PDF transmission, two business days after transmission; or if delivered by mail, five business days after mailing.

9.0 Authority

9.1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and that each person signing this Agreement on behalf of a Party has been properly authorized and empowered to do so.

10.0 Execution and Delivery

10.1 This Agreement may be signed in counterparts and delivered by facsimile or PDF transmission, each of which when signed will be deemed to be an original and all of which counterparts together will constitute one instrument.

10.2 If it is signed on behalf of all of the Parties hereto, this Agreement shall have effect as of the date it is signed by the last Party to sign it.

IN WITNESS WHEREOF, each Party by its duly authorized representative does hereby execute and deliver this Agreement to each of other Parties as of the date stated opposite that Party's signature.

Signed by the duly authorized representatives of the Parties to this Agreement:

Government of Yukon

Per:



Premier Sandy Silver

Date 18-03-29

Carcross/Tagish First Nation

Per:



Khá Sháde Héni Andy Carvill

Date March 28, 2018

Champagne and Aishihik First Nations

Per:



Dän Nátthe Áda Steve Smith

Date _____

First Nation of Na-Cho Nyäk Dun

Per:




Chief Simon Mervyn

Date March 22, 2018

Kluane First Nation

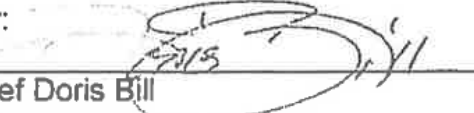
Per:



Chief Robert Dickson

Date Mar. 23/18

Kwanlin Dün First Nation

Per: 
Chief Doris Bill

Date Mar. 19/18

Little Salmon/Carmacks First Nation

Per: 
Chief Russell Blackjack


Date 2018-03-05

Selkirk First Nation

Per: 
Chief Sharon Nelson


Date March 5, 2018

Ta'an Kwäch'än Council

Per: 
Chief Kristina Kane

Date _____

Teslin Tlingit Council

Per: 
Nha Shade Heni Richard Sidney

Date March 28/18

Tr'ondëk Hwëch'in

Per:

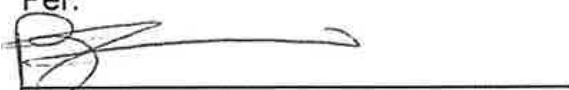


Chief Roberta Joseph

Date 23 Mar 2018

Vuntut Gwitchin Government

Per:



Chief Bruce Charlie

Date Mar 23, 2018

SCHEDULE 1

CHAPTER 23 IMPLEMENTATION AGREEMENT

SECTION 4.5

AMOUNTS PAYABLE TO THE FIRST NATIONS

TO:

Carcross/Tagish First Nation - \$73,962.99

Champagne and Aishihik First Nations - \$72,761.49

First Nation of Nacho Nyak Dun - \$42,002.69

Kluane First Nation - \$31,476.04

Kwanlin Dün First Nation - \$87,902.60

Little Salmon/Carmacks First Nation - \$44,406.57

Selkirk First Nation - \$46,865.09

Ta'an Kwäch'än Council - \$36,753.30

Teslin Tlingit Council - \$51,727.49

Tr'ondëk Hwëch'in - \$59,212.32

Vuntut Gwitchin First Nation - \$52,929.44

TOTAL: \$600,000.00

SCHEDULE 2

CHAPTER 23 IMPLEMENTATION AGREEMENT

ADDRESSES FOR NOTICE

Government of Yukon

Government of Yukon, Executive Council Office, Aboriginal Relations
Box 2703
A-14
Whitehorse, YT
Y1A 2C6

Carcross/Tagish First Nation

Carcross/Tagish First Nation
Box 130
Carcross, YT
Y0B 1B0

Champagne and Aishihik First Nations

Champagne and Aishihik First Nations
Box 5310
Haines Junction, YT
Y0B 1L0

First Nation of Na-Cho Nyäk Dun

First Nation of Na-Cho Nyäk Dun

Box 220
Mayo, YT
Y0B 1M0

Kluane First Nation

Kluane First Nation
Box 20
Burwash Landing, YT
Y0B 1V0

Kwanlin Dün First Nation

Kwanlin Dün First Nation
35 McIntyre Drive
Whitehorse, YT
Y1A 5A5

Little Salmon/Carmacks First Nation

Little Salmon/Carmacks First Nation
Box 135
Carmacks, YT
Y0B 1C0

Selkirk First Nation

Selkirk First Nation
Box 40
Pelly Crossing, YT
Y0B 1P0

Ta'an Kwäch'än Council

Ta'an Kwäch'än Council
117 Industrial Rd.
Whitehorse, YT
Y1A 2T8

Teslin Tlingit Council

Teslin Tlingit Council
Box 133
Teslin, YT
Y0A 1B0

Tr'ondëk Hwëch'in

Tr'ondëk Hwëch'in
Box 599
Dawson City, YT
Y0B 1G0

Vuntut Gwitchin Government

Vuntut Gwitchin First Nation
Box 94
Old Crow, YT
Y0B 1N0
